

# House File 291 - Reprinted

HOUSE FILE 291  
BY COMMITTEE ON LABOR

(SUCCESSOR TO HSB 84)

(COMPANION TO SF 213 BY  
SCHULTZ)

(As Amended and Passed by the House February 16, 2017)

## A BILL FOR

1 An Act relating to employment matters involving public  
2 employees including collective bargaining, educator  
3 employment matters, personnel records and settlement  
4 agreements, city civil service requirements, and health  
5 insurance matters, making penalties applicable, and  
6 including effective date, applicability, and transition  
7 provisions.  
8 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

DIVISION I

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

Section 1. Section 20.3, Code 2017, is amended by adding the following new subsections:

NEW SUBSECTION. 10A. "*Public safety employee*" means a public employee who is employed as one of the following:

a. A sheriff's regular deputy.

b. A marshal or police officer of a city, township, or special-purpose district or authority who is a member of a paid police department.

c. A member, except a non-peace officer member, of the division of state patrol, narcotics enforcement, state fire marshal, or criminal investigation, including but not limited to a gaming enforcement officer, who has been duly appointed by the department of public safety in accordance with section 80.15.

d. A conservation officer or park ranger as authorized by section 456A.13.

e. A permanent or full-time fire fighter of a city, township, or special-purpose district or authority who is a member of a paid fire department.

f. A peace officer designated by the department of transportation under section 321.477 who is subject to mandated law enforcement training.

NEW SUBSECTION. 12. "*Supplemental pay*" means a payment of moneys or other thing of value that is in addition to compensation received pursuant to any other permitted subject of negotiation specified in section 20.9 and is related to the employment relationship.

Sec. 2. Section 20.6, subsection 1, Code 2017, is amended to read as follows:

1. ~~Interpret, apply, and administer~~ Administer the provisions of this chapter.

Sec. 3. Section 20.6, Code 2017, is amended by adding the following new subsections:

1     NEW SUBSECTION. 6. Appoint a certified shorthand reporter  
2 to report state employee grievance and discipline resolution  
3 proceedings pursuant to section 8A.415 and fix a reasonable  
4 amount of compensation for such service and for any transcript  
5 requested by the board, which amounts shall be taxed as other  
6 costs.

7     NEW SUBSECTION. 7. Contract with a vendor as the board may  
8 deem necessary to conduct elections required by section 20.15  
9 on behalf of the board. The board shall establish fees by rule  
10 pursuant to chapter 17A to cover the cost of elections required  
11 by section 20.15. Such fees shall be paid in advance of an  
12 election and shall be paid by each employee organization listed  
13 on the ballot.

14     Sec. 4. Section 20.7, subsection 2, Code 2017, is amended  
15 to read as follows:

16     2. Hire, evaluate, promote, demote, transfer, assign and  
17 retain public employees in positions within the public agency.

18     Sec. 5. Section 20.8, Code 2017, is amended by adding the  
19 following new subsection:

20     NEW SUBSECTION. 5. Exercise any right or seek any remedy  
21 provided by law, including but not limited to those rights and  
22 remedies available under sections 70A.28 and 70A.29, chapter  
23 8A, subchapter IV, and chapters 216 and 400.

24     Sec. 6. Section 20.9, Code 2017, is amended to read as  
25 follows:

26     **20.9 Scope of negotiations.**

27     1. The For negotiations regarding a bargaining unit with  
28 at least thirty percent of members who are public safety  
29 employees, the public employer and the employee organization  
30 shall meet at reasonable times, including meetings reasonably  
31 in advance of the public employer's budget-making process,  
32 to negotiate in good faith with respect to wages, hours,  
33 vacations, insurance, holidays, leaves of absence, shift  
34 differentials, overtime compensation, supplemental pay,  
35 seniority, transfer procedures, job classifications, health

1 and safety matters, evaluation procedures, procedures for  
 2 staff reduction, in-service training, grievance procedures  
 3 for resolving any questions arising under the agreement, and  
 4 other matters mutually agreed upon. ~~Negotiations shall also~~  
 5 ~~include terms authorizing dues checkoff for members of the~~  
 6 ~~employee organization and grievance procedures for resolving~~  
 7 ~~any questions arising under the agreement, which shall be~~  
 8 ~~embodied in a written agreement and signed by the parties.~~  
 9 ~~If an agreement provides for dues checkoff, a member's dues~~  
 10 ~~may be checked off only upon the member's written request~~  
 11 ~~and the member may terminate the dues checkoff at any time~~  
 12 ~~by giving thirty days' written notice.~~ For negotiations  
 13 regarding a bargaining unit that does not have at least  
 14 thirty percent of members who are public safety employees,  
 15 the public employer and the employee organization shall meet  
 16 at reasonable times, including meetings reasonably in advance  
 17 of the public employer's budget-making process, to negotiate  
 18 in good faith with respect to base wages and other matters  
 19 mutually agreed upon. Such obligation to negotiate in good  
 20 faith does not compel either party to agree to a proposal  
 21 or make a concession. Mandatory subjects of negotiation  
 22 specified in this subsection shall be interpreted narrowly and  
 23 restrictively.

24 2. Nothing in this section shall diminish the authority  
 25 and power of the department of administrative services, board  
 26 of regents' merit system, Iowa public broadcasting board's  
 27 merit system, or any civil service commission established by  
 28 constitutional provision, statute, charter, or special act to  
 29 recruit employees, prepare, conduct, and grade examinations,  
 30 rate candidates in order of their relative scores for  
 31 certification for appointment or promotion or for other matters  
 32 of classification, reclassification, or appeal rights in the  
 33 classified service of the public employer served.

34 3. All retirement systems, dues checkoffs, and other  
 35 payroll deductions for political action committees or other

1 political contributions or political activities shall be  
 2 excluded from the scope of negotiations. For negotiations  
 3 regarding a bargaining unit that does not have at least thirty  
 4 percent of members who are public safety employees, insurance,  
 5 leaves of absence for political activities, supplemental pay,  
 6 transfer procedures, evaluation procedures, procedures for  
 7 staff reduction, and subcontracting public services shall also  
 8 be excluded from the scope of negotiations.

9 4. The term of a contract entered into pursuant to this  
 10 chapter shall not exceed five years.

11 Sec. 7. Section 20.10, subsection 3, Code 2017, is amended  
 12 by adding the following new paragraph:

13 NEW PARAGRAPH. *j.* Negotiate or attempt to negotiate  
 14 directly with a member of the governing board of a public  
 15 employer if the public employer has appointed or authorized  
 16 a bargaining representative for the purpose of bargaining  
 17 with the public employees or their representative, unless the  
 18 member of the governing board is the designated bargaining  
 19 representative of the public employer.

20 Sec. 8. Section 20.12, subsection 5, Code 2017, is amended  
 21 to read as follows:

22 5. If an employee organization or any of its officers  
 23 is held to be in contempt of court for failure to comply  
 24 with an injunction pursuant to [this section](#), or is convicted  
 25 of violating [this section](#), the employee organization shall  
 26 be immediately decertified, shall cease to represent the  
 27 bargaining unit, ~~shall cease to receive any dues by checkoff,~~  
 28 and may again be certified only after ~~twelve~~ twenty-four months  
 29 have elapsed from the effective date of decertification and  
 30 only ~~after~~ if a new ~~compliance with~~ petition for certification  
 31 pursuant to [section 20.14](#) is filed and a new certification  
 32 election pursuant to section 20.15 is held. The penalties  
 33 provided in [this section](#) may be suspended or modified by the  
 34 court, but only upon request of the public employer and only  
 35 if the court determines the suspension or modification is in

1 the public interest.

2 Sec. 9. Section 20.15, Code 2017, is amended to read as  
3 follows:

4 **20.15 Elections — agreements with the state.**

5 1. Initial certification elections.

6 a. Upon the filing of a petition for certification of an  
7 employee organization, the board shall submit a question to  
8 the public employees at an election in the bargaining unit  
9 found appropriate by the board. The question on the ballot  
10 shall permit the public employees to vote for no bargaining  
11 representation or for any employee organization which has  
12 petitioned for certification or which has presented proof  
13 satisfactory to the board of support of ~~ten~~ thirty percent or  
14 more of the public employees in the appropriate unit.

15 ~~2. b. (1) If a majority of the votes cast on the~~  
16 ~~question is~~ public employees in the bargaining unit vote for  
17 no bargaining representation, the public employees in the  
18 bargaining unit found appropriate by the board shall not be  
19 represented by an employee organization.

20 ~~(2) If a majority of the votes cast on the question is~~  
21 public employees in the bargaining unit vote for a listed  
22 employee organization, then that employee organization shall  
23 represent the public employees in the bargaining unit found  
24 appropriate by the board.

25 ~~3. (3) If none of the choices on the ballot receive the~~  
26 ~~vote of a majority of the public employees voting in the~~  
27 bargaining unit, the board shall conduct a runoff election  
28 ~~among the two choices receiving the greatest number of votes~~  
29 the public employees in the bargaining unit found appropriate  
30 by the board shall not be represented by an employee  
31 organization.

32 c. The board shall not consider a petition for certification  
33 of an employee organization as the exclusive representative  
34 of a bargaining unit unless a period of two years has  
35 elapsed from the date of the last certification election

1 in which an employee organization was not certified as the  
2 exclusive representative of that bargaining unit, of the  
3 last retention and recertification election in which an  
4 employee organization was not retained and recertified as the  
5 exclusive representative of that bargaining unit, or of the  
6 last decertification election in which an employee organization  
7 was decertified as the exclusive representative of that  
8 bargaining unit. The board shall also not consider a petition  
9 for certification as the exclusive bargaining representative  
10 of a bargaining unit if the bargaining unit is at that time  
11 represented by a certified exclusive bargaining representative.

12 2. Retention and recertification elections.

13 a. The board shall conduct an election to retain and  
14 recertify the bargaining representative of a bargaining unit  
15 prior to the expiration of the bargaining unit's collective  
16 bargaining agreement. The question on the ballot shall be  
17 whether the bargaining representative of the public employees  
18 in the bargaining unit shall be retained and recertified as  
19 the bargaining representative of the public employees in the  
20 bargaining unit. For collective bargaining agreements with a  
21 June 30 expiration date, the election shall occur between June  
22 1 and November 1, both dates included, in the year prior to  
23 that expiration date. For collective bargaining agreements  
24 with a different expiration date, the election shall occur  
25 between three hundred sixty-five and two hundred seventy days  
26 prior to the expiration date.

27 b. (1) If a majority of the public employees in  
28 the bargaining unit vote to retain and recertify the  
29 representative, the board shall retain and recertify the  
30 bargaining representative and the bargaining representative  
31 shall continue to represent the public employees in the  
32 bargaining unit.

33 (2) If a majority of the public employees in the bargaining  
34 unit do not vote to retain and recertify the representative,  
35 the board, after the period for filing written objections

1 pursuant to subsection 4 has elapsed, shall immediately  
2 decertify the representative and the public employees shall  
3 not be represented by an employee organization except pursuant  
4 to the filing of a subsequent petition for certification of  
5 an employee organization as provided in section 20.14 and an  
6 election conducted pursuant to such petition. Such written  
7 objections and decertifications shall be subject to applicable  
8 administrative and judicial review.

9 3. Decertification elections.

10 a. Upon the filing of a petition for decertification of an  
11 employee organization, the board shall submit a question to the  
12 public employees at an election in the bargaining unit found  
13 appropriate by the board. The question on the ballot shall be  
14 whether the bargaining representative of the public employees  
15 in the bargaining unit shall be decertified as the bargaining  
16 representative of public employees in the bargaining unit.

17 b. (1) If a majority of the public employees in  
18 the bargaining unit vote to decertify the bargaining  
19 representative, the board, after the period for filing  
20 written objections pursuant to subsection 4 has elapsed,  
21 shall immediately decertify the representative and the public  
22 employees shall not be represented by an employee organization  
23 except pursuant to the filing of a subsequent petition for  
24 certification of an employee organization as provided in  
25 section 20.14 and an election conducted pursuant to such  
26 petition. Such written objections and decertifications shall  
27 be subject to applicable administrative and judicial review.

28 (2) If a majority of the public employees in the bargaining  
29 unit do not vote to decertify the bargaining representative,  
30 the bargaining representative shall continue to represent the  
31 public employees in the bargaining unit.

32 c. The board shall not consider a petition for  
33 decertification of an employee organization unless a  
34 bargaining unit's collective bargaining agreement exceeds  
35 two years in length. The board shall not schedule a



1 decertification election for a bargaining unit within one  
 2 year of a prior certification, retention and recertification,  
 3 or decertification election involving the bargaining unit.  
 4 Unless otherwise prohibited by this paragraph, the board shall  
 5 schedule a decertification election not less than one hundred  
 6 fifty days before the expiration date of the bargaining unit's  
 7 collective bargaining agreement.

8 4. Invalidation of elections. Upon written objections  
 9 filed by any party to public employee, public employer, or  
 10 employee organization involved in the election within ten days  
 11 after notice of the results of the election, if the board  
 12 finds that misconduct or other circumstances prevented the  
 13 public employees eligible to vote from freely expressing their  
 14 preferences, the board may invalidate the election and hold a  
 15 second election for the public employees.

16 5. Results certified. Upon completion of a valid election  
 17 in which the majority choice of the public employees voting in  
 18 the bargaining unit is determined, the board shall certify the  
 19 results of the election and shall give reasonable notice of the  
 20 order to all employee organizations listed on the ballot, the  
 21 public employers, and the public employees in the appropriate  
 22 bargaining unit.

23 6. State agreements. ~~a. A petition for certification as~~  
 24 ~~exclusive bargaining representative of a bargaining unit shall~~  
 25 ~~not be considered by the board for a period of one year from~~  
 26 ~~the date of the noncertification of an employee organization~~  
 27 ~~as the exclusive bargaining representative of that bargaining~~  
 28 ~~unit following a certification election. A petition for~~  
 29 ~~certification as the exclusive bargaining representative of a~~  
 30 ~~bargaining unit shall also not be considered by the board if~~  
 31 ~~the bargaining unit is at that time represented by a certified~~  
 32 ~~exclusive bargaining representative.~~

33 ~~b. A petition for the decertification of the exclusive~~  
 34 ~~bargaining representative of a bargaining unit shall not be~~  
 35 ~~considered by the board for a period of one year from the date~~

1 ~~of its certification, or within one year of its continued~~  
 2 ~~certification following a decertification election, or during~~  
 3 ~~the duration of a collective bargaining agreement which, for~~  
 4 ~~purposes of this section, shall be deemed not to exceed two~~  
 5 ~~years. However, if a petition for decertification is filed~~  
 6 ~~during the duration of a collective bargaining agreement, the~~  
 7 ~~board shall award an election under this section not more than~~  
 8 ~~one hundred eighty days and not less than one hundred fifty~~  
 9 ~~days prior to the expiration of the collective bargaining~~  
 10 ~~agreement. If an employee organization is decertified, the~~  
 11 ~~board may receive petitions under section 20.14, provided that~~  
 12 ~~no such petition and no election conducted pursuant to such~~  
 13 ~~petition within one year from decertification shall include as~~  
 14 ~~a party the decertified employee organization.~~

15 ~~e.~~ A collective bargaining agreement with the state, its  
 16 boards, commissions, departments, and agencies shall be for  
 17 two years. ~~and the~~ The provisions of a collective bargaining  
 18 agreement or arbitrator's award affecting state employees  
 19 shall not provide for renegotiations which would require the  
 20 refinancing of ~~salary and fringe benefits~~ subjects within the  
 21 scope of negotiations under section 20.9 for the second year  
 22 of the term of the agreement, except as provided in section  
 23 20.17, subsection 6, ~~and the.~~ The effective date of any such  
 24 agreement shall be July 1 of odd-numbered years, provided  
 25 that if an exclusive bargaining representative is certified  
 26 on a date which will prevent the negotiation of a collective  
 27 bargaining agreement prior to July 1 of odd-numbered years for  
 28 a period of two years, the certified collective bargaining  
 29 representative may negotiate a one-year contract with the  
 30 public employer which shall be effective from July 1 of the  
 31 even-numbered year to July 1 of the succeeding odd-numbered  
 32 year when new ~~contracts~~ agreements shall become effective.

33 Sec. 10. Section 20.17, subsection 8, Code 2017, is amended  
 34 to read as follows:

35 8. a. The salaries of all public employees of the state

1 under a merit system and all other ~~fringe benefits which are~~  
 2 ~~granted to all~~ subjects within the scope of negotiations  
 3 pursuant to the provisions of section 20.9 regarding public  
 4 employees of the state shall be negotiated with the governor  
 5 or the governor's designee on a statewide basis, except those  
 6 ~~benefits which are not subject to~~ subjects excluded from the  
 7 scope of negotiations pursuant to the provisions of section  
 8 20.9, subsection 3.

9 b. For the negotiation of such a proposed, statewide  
 10 collective bargaining agreement to become effective in the year  
 11 following an election described in section 39.9, a ratification  
 12 election referred to in section 20.17, subsection 4, shall  
 13 not be held, and the parties shall not request arbitration as  
 14 provided in section 20.22, subsection 1, until at least two  
 15 weeks after the date of the beginning of the term of office of  
 16 the governor in that year as prescribed in the Constitution  
 17 of the State of Iowa. On or after the beginning of the term  
 18 of office of the governor in that year as prescribed in the  
 19 Constitution of the State of Iowa, the governor shall have  
 20 the authority to reject such a proposed statewide collective  
 21 bargaining agreement. If the governor does so, the parties  
 22 shall commence collective bargaining in accordance with section  
 23 20.17. Such negotiation shall be complete not later than  
 24 March 15 of that year, unless the parties mutually agree to  
 25 a different deadline. The board shall adopt rules pursuant  
 26 to chapter 17A providing for alternative deadlines for the  
 27 completion of the procedures provided in sections 20.17, 20.19,  
 28 20.20, and 20.22 for negotiation of such statewide collective  
 29 bargaining agreements in such years, which deadlines may be  
 30 waived by mutual agreement of the parties.

31 Sec. 11. Section 20.17, subsection 9, Code 2017, is amended  
 32 by striking the subsection.

33 Sec. 12. Section 20.22, subsections 2, 3, 7, 8, and 9, Code  
 34 2017, are amended to read as follows:

35 2. Each party shall serve its final offer on each of

1 the impasse items upon the other party within four days of  
 2 the board's receipt of the request for arbitration, or by a  
 3 deadline otherwise agreed upon by the parties. The parties may  
 4 continue to negotiate all offers until an agreement is reached  
 5 or an award is rendered by the arbitrator. The full costs of  
 6 arbitration under this section shall be shared equally by the  
 7 parties to the dispute.

8 3. The submission of the impasse items to the arbitrator  
 9 shall be limited to those items upon which the parties have  
 10 not reached agreement. With respect to each such item, the  
 11 arbitrator's award shall be restricted to the final offers on  
 12 each impasse item submitted by the parties to the arbitrator,  
 13 except as provided in subsection 9, paragraph "b".

14 7. The For an arbitration involving a bargaining unit that  
 15 has at least thirty percent of members who are public safety  
 16 employees, the arbitrator shall consider and specifically  
 17 address in the arbitrator's determination, in addition to any  
 18 other relevant factors, the following factors:

19 a. Past collective bargaining contracts between the parties  
 20 including the bargaining that led up to such contracts.

21 b. Comparison of wages, hours and conditions of employment  
 22 of the involved public employees with those of other public  
 23 employees doing comparable work, giving consideration to  
 24 factors peculiar to the area and the classifications involved.

25 c. The interests and welfare of the public, the ability of  
 26 the public employer to finance economic adjustments and the  
 27 effect of such adjustments on the normal standard of services.

28 ~~d. The power of the public employer to levy taxes and~~  
 29 ~~appropriate funds for the conduct of its operations.~~

30 8. a. The arbitrator may administer oaths, examine  
 31 witnesses and documents, take testimony and receive evidence,  
 32 and issue subpoenas to compel the attendance of witnesses and  
 33 the production of records. The arbitrator may petition the  
 34 district court at the seat of government or of the county  
 35 in which the hearing is held to enforce the order of the

1 arbitrator compelling the attendance of witnesses and the  
2 production of records.

3 b. Except as required for purposes of the consideration of  
4 the factors specified in subsection 7, paragraphs "a" through  
5 "c", and subsection 7A, paragraph "a", subparagraphs (1) through  
6 (3), the parties shall not introduce, and the arbitrator  
7 shall not accept or consider, any direct or indirect evidence  
8 regarding any subject excluded from negotiations pursuant to  
9 section 20.9.

10 9. a. The arbitrator shall select within fifteen days after  
11 the hearing the most reasonable offer, in the arbitrator's  
12 judgment, of the final offers on each impasse item submitted  
13 by the parties.

14 b. (1) However, for an arbitration involving a bargaining  
15 unit that does not have at least thirty percent of members who  
16 are public safety employees, with respect to any increase in  
17 base wages, the arbitrator's award shall not exceed the lesser  
18 of the following percentages in any one-year period in the  
19 duration of the bargaining agreement:

20 (a) Three percent.

21 (b) A percentage equal to the increase in the consumer  
22 price index for all urban consumers for the midwest region,  
23 if any, as determined by the United States department of  
24 labor, bureau of labor statistics, or a successor index. Such  
25 percentage shall be the change in the consumer price index  
26 for the twelve-month period beginning eighteen months prior  
27 to the month in which the impasse item regarding base wages  
28 was submitted to the arbitrator and ending six months prior to  
29 the month in which the impasse item regarding base wages was  
30 submitted to the arbitrator.

31 (2) To assist the parties in the preparation of their final  
32 offers on an impasse item regarding base wages, the board  
33 shall provide information to the parties regarding the change  
34 in the consumer price index for all urban consumers for the  
35 midwest region for any twelve-month period. The department of

1 workforce development shall assist the board in preparing such  
2 information upon request.

3 Sec. 13. Section 20.22, Code 2017, is amended by adding the  
4 following new subsection:

5 NEW SUBSECTION. 7A. For an arbitration involving a  
6 bargaining unit that does not have at least thirty percent of  
7 members who are public safety employees, the following shall  
8 apply:

9 a. The arbitrator shall consider and specifically address  
10 in the arbitrator's determination, in addition to any other  
11 relevant factors, the following factors:

12 (1) Comparison of base wages, hours, and conditions of  
13 employment of the involved public employees with those of other  
14 public employees doing comparable work, giving consideration to  
15 factors peculiar to the area and the classifications involved.  
16 To the extent adequate, applicable data is available,  
17 the arbitrator shall also compare base wages, hours, and  
18 conditions of employment of the involved public employees  
19 with those of private sector employees doing comparable work,  
20 giving consideration to factors peculiar to the area and the  
21 classifications involved.

22 (2) The interests and welfare of the public.

23 (3) The financial ability of the employer to meet the cost  
24 of an offer in light of the current economic conditions of the  
25 public employer. The arbitrator shall give substantial weight  
26 to evidence that the public employer's authority to utilize  
27 funds is restricted to special purposes or circumstances  
28 by state or federal law, rules, regulations, or grant  
29 requirements.

30 b. The arbitrator shall not consider the following factors:

31 (1) Past collective bargaining agreements between the  
32 parties or bargaining that led to such agreements.

33 (2) The public employer's ability to fund an award through  
34 the increase or imposition of new taxes, fees, or charges, or  
35 to develop other sources of revenues.

1     Sec. 14. Section 20.26, unnumbered paragraph 4, Code 2017,  
2 is amended to read as follows:

3     Nothing in **this section** shall be construed to prohibit  
4 voluntary contributions by individuals to political parties  
5 or candidates, provided that such contributions are not made  
6 through payroll deductions.

7     Sec. 15. Section 20.29, Code 2017, is amended to read as  
8 follows:

9     **20.29 Filing agreement — public access — internet site.**

10    1. Collective bargaining agreements shall be in writing and  
11 shall be signed by the parties.

12    2. A copy of a collective bargaining agreement entered into  
13 between a public employer and a certified employee organization  
14 and made final under this chapter shall be filed with the board  
15 by the public employer within ten days of the date on which the  
16 agreement is entered into.

17    3. Copies of collective bargaining agreements entered  
18 into between the state and the state employees' bargaining  
19 representatives and made final under this chapter shall be  
20 filed with the secretary of state and be made available to the  
21 public at cost.

22    4. The board shall maintain an internet site that allows  
23 searchable access to a database of collective bargaining  
24 agreements and other collective bargaining information.

25    Sec. 16. Section 20.30, Code 2017, is amended by striking  
26 the section and inserting in lieu thereof the following:

27    **20.30 Supervisory member — no reduction before retirement.**

28    A supervisory member of any department or agency employed by  
29 the state of Iowa shall not be granted a voluntary reduction  
30 to a nonsupervisory rank or grade during the thirty-six  
31 months preceding retirement of the member. A member of any  
32 department or agency employed by the state of Iowa who retires  
33 in less than thirty-six months after voluntarily requesting and  
34 receiving a reduction in rank or grade from a supervisory to a  
35 nonsupervisory position shall be ineligible for a benefit to

1 which the member is entitled as a nonsupervisory member but is  
2 not entitled as a supervisory member.

3 Sec. 17. Section 20.31, subsection 2, unnumbered paragraph  
4 1, Code 2017, is amended to read as follows:

5 A mediator shall not be required to testify in any judicial,  
6 administrative, arbitration, or grievance proceeding regarding  
7 any matters occurring in the course of a mediation, including  
8 any verbal or written communication or behavior, other than  
9 facts relating exclusively to the timing or scheduling of  
10 mediation. A mediator shall not be required to produce or  
11 disclose any documents, including notes, memoranda, or other  
12 work product, relating to mediation, other than documents  
13 relating exclusively to the timing or scheduling of mediation.  
14 This subsection shall not apply in any of the following  
15 circumstances:

16 Sec. 18. NEW SECTION. 20.32 Transit employees —  
17 applicability.

18 All provisions of this chapter applicable to employees  
19 described in section 20.3, subsection 10A, shall be applicable  
20 on the same terms and to the same degree to any transit  
21 employee if it is determined by the director of the department  
22 of transportation, upon written confirmation from the United  
23 States department of labor, that a public employer would  
24 lose federal funding under 49 U.S.C. §5333(b) if the transit  
25 employee is not covered under certain collective bargaining  
26 rights.

27 Sec. 19. Section 22.7, subsection 69, Code 2017, is amended  
28 to read as follows:

29 69. The evidence of public employee support for  
30 the certification, retention and recertification, or  
31 decertification of an employee organization as defined in  
32 section 20.3 that is submitted to the public employment  
33 relations board as provided in sections section 20.14 and or  
34 20.15.

35 Sec. 20. Section 22.7, Code 2017, is amended by adding the



1 following new subsection:

2 NEW SUBSECTION. 70. Information indicating whether  
3 a public employee voted in a certification, retention and  
4 recertification, or decertification election held pursuant to  
5 section 20.15 or how the employee voted on any question on a  
6 ballot in such an election.

7 Sec. 21. Section 70A.17A, subsection 3, Code 2017, is  
8 amended by striking the subsection.

9 Sec. 22. Section 70A.19, Code 2017, is amended by striking  
10 the section and inserting in lieu thereof the following:

11 **70A.19 Payroll deduction for employee organization dues**  
12 **prohibited.**

13 The state, a state agency, a regents institution, a board of  
14 directors of a school district, a community college, or an area  
15 education agency, a county board of supervisors, a governing  
16 body of a city, or any other public employer as defined in  
17 section 20.3 shall not authorize or administer a deduction from  
18 the salaries or wages of its employees for membership dues to  
19 an employee organization as defined in section 20.3.

20 Sec. 23. Section 412.2, subsection 1, Code 2017, is amended  
21 to read as follows:

22 1. From the proceeds of the assessments on the wages  
23 and salaries of employees, of any such waterworks system,  
24 or other municipally owned and operated public utility,  
25 eligible to receive the benefits thereof. ~~Notwithstanding~~  
26 ~~any provisions of section 20.9 to the contrary, a council,~~  
27 ~~board of waterworks, or other board or commission which~~  
28 ~~establishes a pension and annuity retirement system pursuant to~~  
29 ~~this chapter,~~ shall negotiate in good faith with a certified  
30 employee organization as defined in ~~section 20.3,~~ which is the  
31 collective bargaining representative of the employees, with  
32 respect to the amount or rate of the assessment on the wages  
33 and salaries of employees and the method or methods for payment  
34 of the assessment by the employees.

35 Sec. 24. Section 602.1401, subsection 3, paragraph b, Code

1 2017, is amended to read as follows:

2     **b.** For purposes of [chapter 20](#), the certified representative,  
 3 which on July 1, 1983, represents employees who become judicial  
 4 branch employees as a result of 1983 Iowa Acts, ch. 186, shall  
 5 remain the certified representative when the employees become  
 6 judicial branch employees and thereafter, unless the public  
 7 employee organization is not retained and recertified or is  
 8 decertified in an election held under [section 20.15](#) or amended  
 9 or absorbed into another certified organization pursuant to  
 10 chapter 20. Collective bargaining negotiations shall be  
 11 conducted on a statewide basis and the certified employee  
 12 organizations which engage in bargaining shall negotiate on a  
 13 statewide basis, although bargaining units shall be organized  
 14 by judicial district. The public employment relations board  
 15 shall adopt rules pursuant to [chapter 17A](#) to implement this  
 16 subsection.

17     Sec. 25. TRANSITION PROCEDURES — EMERGENCY RULES.

18     1. As of the effective date of this division of this Act,  
 19 parties, mediators, and arbitrators engaging in any collective  
 20 bargaining procedures provided for in chapter 20, Code 2017,  
 21 who have not, before the effective date of this division  
 22 of this Act, completed such procedures, shall immediately  
 23 terminate any such procedures in process. A collective  
 24 bargaining agreement negotiated pursuant to such procedures in  
 25 process shall not become effective. Parties, mediators, and  
 26 arbitrators shall not engage in further collective bargaining  
 27 procedures except as provided in this section. Such parties,  
 28 on or after the effective date of this division of this Act,  
 29 may commence collective bargaining in accordance with section  
 30 20.17, as amended in this division of this Act. If such  
 31 parties include a state public employer and a state employee  
 32 organization, negotiation of a proposed collective bargaining  
 33 agreement to become effective during the remainder of calendar  
 34 year 2017 shall be complete not later than March 15, 2017,  
 35 unless the parties mutually agree to a different deadline.

1 If such parties include public employees represented by a  
 2 certified employee organization who are employed by a public  
 3 employer which is a school district, area education agency,  
 4 or community college, negotiation of a proposed collective  
 5 bargaining agreement to become effective during the remainder  
 6 of calendar year 2017 shall be complete not later than June  
 7 30, 2017, unless the parties mutually agree to a different  
 8 deadline.

9 2. The public employment relations board shall adopt  
 10 emergency rules under section 17A.4, subsection 3, and section  
 11 17A.5, subsection 2, paragraph "b", to provide for procedures  
 12 as deemed necessary to implement the provisions of this section  
 13 and the rules shall be effective immediately upon filing  
 14 unless a later date is specified in the rules. Such rules  
 15 shall include but are not limited to alternative deadlines for  
 16 completion of the procedures provided in sections 20.17 and  
 17 20.22, as amended by this division of this Act, and sections  
 18 20.19 and 20.20, which deadlines may be waived by mutual  
 19 agreement of the parties.

20 Sec. 26. EFFECTIVE UPON ENACTMENT. This division of this  
 21 Act, being deemed of immediate importance, takes effect upon  
 22 enactment.

23 Sec. 27. APPLICABILITY.

24 1. With the exception of the section of this division of  
 25 this Act amending section 20.6, subsection 1, this division of  
 26 this Act does not apply to collective bargaining agreements  
 27 which have been ratified in a ratification election referred  
 28 to in section 20.17, subsection 4, for which an arbitrator  
 29 has made a final determination as described in section 20.22,  
 30 subsection 11, or which have become effective, where such  
 31 events occurred before the effective date of this division of  
 32 this Act. This division of this Act applies to all collective  
 33 bargaining procedures provided for in chapter 20 occurring  
 34 on and after the effective date of this division of this Act  
 35 and collective bargaining agreements for which a ratification

1 election referred to in section 20.17, subsection 4, is  
2 held, for which an arbitrator makes a final determination as  
3 described in section 20.22, subsection 11, or which, unless  
4 otherwise provided in this section, become effective on or  
5 after the effective date of this division of this Act.

6 2. The provision of this division of this Act amending  
7 section 70A.19 does not apply to dues deductions required by  
8 collective bargaining agreements which have been ratified in a  
9 ratification election referred to in section 20.17, subsection  
10 4, for which an arbitrator has made a final determination as  
11 described in section 20.22, subsection 11, or which have become  
12 effective, where such events occurred before the effective date  
13 of this division of this Act.

14 3. Section 20.15, subsection 2, as enacted by this division  
15 of this Act, does not apply to collective bargaining agreements  
16 with expiration dates occurring before April 1, 2018.

17 DIVISION II

18 EDUCATOR EMPLOYMENT MATTERS

19 Sec. 28. Section 279.13, subsections 2 and 5, Code 2017, are  
20 amended to read as follows:

21 2. The contract shall remain in force and effect for the  
22 period stated in the contract and shall be automatically  
23 continued for equivalent periods except as modified or  
24 terminated by mutual agreement of the board of directors and  
25 the teacher or as modified or terminated in accordance with  
26 the provisions specified in [this chapter](#). A contract shall  
27 not be offered by the employing board to a teacher under its  
28 jurisdiction prior to March 15 of any year. A teacher who has  
29 not accepted a contract for the ensuing school year tendered  
30 by the employing board may resign effective at the end of the  
31 current school year by filing a written resignation with the  
32 secretary of the board. The resignation must be filed not  
33 later than the last day of the current school year or the date  
34 specified by the employing board for return of the contract,  
35 whichever date occurs first. However, a teacher shall not be

1 required to return a contract to the board or to resign less  
2 than twenty-one days after the contract has been offered.

3 5. Notwithstanding the other provisions of [this section](#), a  
4 temporary contract may be issued to a teacher for a period of  
5 up to six months. Notwithstanding the other provisions of this  
6 section, a temporary contract may also be issued to a teacher  
7 to fill a vacancy created by a leave of absence in accordance  
8 with the provisions of [section 29A.28](#), which contract shall  
9 automatically terminate upon return from military leave of the  
10 former incumbent of the teaching position ~~and which contract.~~  
11 Temporary contracts shall not be subject to the provisions of  
12 sections 279.15 through 279.19, or [section 279.27](#). A separate  
13 extracurricular contract issued pursuant to [section 279.19A](#) to  
14 a person issued a temporary contract under [this section](#) shall  
15 automatically terminate with the termination of the temporary  
16 contract as required under [section 279.19A, subsection 8](#).

17 Sec. 29. Section 279.13, subsection 4, unnumbered paragraph  
18 1, Code 2017, is amended to read as follows:

19 For purposes of [this section](#), [sections 279.14](#), 279.15  
20 ~~through 279.17~~, [279.16](#), [279.19](#), and [279.27](#), unless the context  
21 otherwise requires, "*teacher*" includes the following individuals  
22 employed by a community college:

23 Sec. 30. Section 279.14, Code 2017, is amended to read as  
24 follows:

25 **279.14 Evaluation criteria and procedures.**

26 1. The board shall establish evaluation criteria and shall  
27 ~~implement~~ evaluation procedures. ~~If an exclusive bargaining~~  
28 ~~representative has been certified, the board shall negotiate~~  
29 ~~in good faith with respect to evaluation procedures pursuant~~  
30 ~~to [chapter 20](#).~~

31 2. The determination of standards of performance expected  
32 of school district personnel shall be reserved as an exclusive  
33 management right of the school board and shall not be subject  
34 to mandatory negotiations under [chapter 20](#). ~~Notwithstanding~~  
35 ~~[chapter 20](#), objections~~ Objections to the procedures, use, or

1 content of an evaluation in a teacher termination proceeding  
 2 brought before the school board in a hearing held in accordance  
 3 with [section 279.16](#) or [279.27](#) shall not be subject to ~~the~~ any  
 4 grievance procedures negotiated in accordance with chapter  
 5 20. ~~A school district shall not be obligated to process~~  
 6 ~~any evaluation grievance after service of a notice and~~  
 7 ~~recommendation to terminate an individual's continuing teaching~~  
 8 ~~contract in accordance with [this chapter](#).~~

9 Sec. 31. Section 279.15, subsection 2, paragraph c, Code  
 10 2017, is amended to read as follows:

11 c. Within five days of the receipt of the written notice  
 12 that the superintendent is recommending termination of the  
 13 contract, the teacher may request, in writing to the secretary  
 14 of the board, a private hearing with the board. The private  
 15 hearing shall not be subject to [chapter 21](#) and shall be held  
 16 no sooner than ~~ten~~ twenty days and no later than ~~twenty~~ forty  
 17 days following the receipt of the request unless the parties  
 18 otherwise agree. The secretary of the board shall notify the  
 19 teacher in writing of the date, time, and location of the  
 20 private hearing, and at least ~~five~~ ten days before the hearing  
 21 shall also furnish to the teacher any documentation which  
 22 may be presented to the board at the private hearing and a  
 23 list of persons who may address the board in support of the  
 24 superintendent's recommendation at the private hearing. At  
 25 least ~~three~~ seven days before the hearing, the teacher shall  
 26 provide any documentation the teacher expects to present at  
 27 the private hearing, along with the names of any persons who  
 28 may address the board on behalf of the teacher. This exchange  
 29 of information shall be at the time specified unless otherwise  
 30 agreed.

31 Sec. 32. Section 279.16, subsections 1, 2, 6, 7, 8, 9, and  
 32 10, Code 2017, are amended to read as follows:

33 1. The participants at the private hearing shall be at  
 34 least a majority of the members of the board, and their  
 35 legal representatives, if any, and the witnesses for the

1 parties. The superintendent, the superintendent's designated  
2 representatives, if any, the teacher's immediate supervisor,  
3 the teacher, and the teacher's representatives, if any, and the  
4 ~~witnesses for the parties may participate in the hearing as~~  
5 well. The evidence at the private hearing shall be limited to  
6 the specific reasons stated in the superintendent's notice of  
7 recommendation of termination. ~~No~~ A participant in the hearing  
8 shall not be liable for any damages to any person if any  
9 statement at the hearing is determined to be erroneous as long  
10 as the statement was made in good faith. The superintendent  
11 shall present evidence and argument on all issues involved and  
12 the teacher may cross-examine, respond, and present evidence  
13 and argument in the teacher's behalf relevant to all issues  
14 involved. Evidence may be by stipulation of the parties and  
15 informal settlement may be made by stipulation, consent, or  
16 default or by any other method agreed upon by the parties in  
17 writing. The board shall ~~employ a certified shorthand reporter~~  
18 ~~to keep a record of the private hearing.~~ The proceedings  
19 or any part thereof shall be transcribed at the request of  
20 either party with the expense of transcription charged to the  
21 requesting party.

22 2. The presiding officer of the board may administer oaths  
23 in the same manner and with like effect and under the same  
24 penalties as in the case of magistrates exercising criminal  
25 or civil jurisdiction. ~~The board shall cause subpoenas to be~~  
26 ~~issued for such witnesses and the production of such books~~  
27 ~~and papers as either the board or the teacher may designate.~~  
28 ~~The subpoenas shall be signed by the presiding officer of the~~  
29 ~~board.~~

30 6. If the teacher fails to timely request a private hearing  
31 or does not appear at the private hearing, the board may  
32 proceed and make a determination upon the superintendent's  
33 recommendation. ~~If the teacher fails to timely file a request~~  
34 ~~for a private hearing, the determination shall be not later~~  
35 ~~than May 31. If the teacher fails to appear at the private~~

1 ~~hearing, the determination shall be not later than five days~~  
 2 ~~after the scheduled date for the private hearing.~~ The board  
 3 shall convene in open session and by roll call vote determine  
 4 the termination or continuance of the teacher's contract  
 5 and, if the board votes to continue the teacher's contract,  
 6 whether to suspend the teacher with or without pay for a  
 7 period specified by the board or issue the teacher a one-year,  
 8 nonrenewable contract.

9 7. Within five days after the private hearing, the board  
 10 shall, in executive session, meet to make a final decision  
 11 upon the recommendation and the evidence as herein provided.  
 12 ~~The board shall also consider any written brief and arguments~~  
 13 ~~submitted by the superintendent and the teacher.~~

14 8. a. The record for a private hearing shall include:

15 ~~a.~~ (1) All pleadings, motions, and intermediate rulings.

16 ~~b.~~ (2) All evidence received or considered and all other  
 17 submissions.

18 ~~c.~~ (3) A statement of all matters officially noticed.

19 ~~d.~~ (4) All questions and offers of proof, objections, and  
 20 rulings thereon.

21 ~~e.~~ (5) All findings and exceptions.

22 ~~f.~~ (6) Any decision, opinion, or conclusion by the board.

23 ~~g. Findings of fact~~

24 b. The decision of the board shall be based solely on the  
 25 evidence in the record and on matters officially noticed in the  
 26 record.

27 9. The decision of the board shall be in writing and shall  
 28 ~~include findings of fact and conclusions of law, separately~~  
 29 ~~stated. Findings of fact, if set forth in statutory language,~~  
 30 ~~shall be accompanied by a concise and explicit statement of the~~  
 31 ~~underlying facts and supporting the findings. Each conclusion~~  
 32 ~~of law shall be supported by cited authority or by reasoned~~  
 33 ~~opinion.~~

34 10. When the board has reached a decision, opinion, or  
 35 conclusion, it shall convene in open meeting and by roll



1 call vote determine the continuance or discontinuance of  
 2 the teacher's contract and, if the board votes to continue  
 3 the teacher's contract, whether to suspend the teacher with  
 4 or without pay for a period specified by the board or issue  
 5 the teacher a one-year, nonrenewable contract. The record  
 6 of the private conference hearing and findings of fact and  
 7 exceptions written decision of the board shall be exempt from  
 8 the provisions of chapter 22. The secretary of the board shall  
 9 immediately mail notice of the board's action to the teacher.

10 Sec. 33. Section 279.16, subsections 3 and 5, Code 2017, are  
 11 amended by striking the subsections.

12 Sec. 34. Section 279.18, Code 2017, is amended to read as  
 13 follows:

14 **279.18 Appeal by ~~either party~~ teacher to court.**

15 1. If ~~either party~~ a teacher rejects the ~~adjudicator's~~  
 16 board's decision, the ~~rejecting party~~ teacher shall, within  
 17 thirty days of the initial filing of such decision, appeal to  
 18 the district court of the county in which the administrative  
 19 office of the school district is located. The notice of  
 20 appeal shall be immediately mailed by certified mail to the  
 21 ~~other party~~ board. The ~~adjudicator~~ secretary of the board  
 22 shall transmit to the reviewing court the original or a  
 23 certified copy of the entire record which may be the subject  
 24 of the petition. By stipulation of all parties to the review  
 25 proceedings, the record of such a case may be shortened. A  
 26 party unreasonably refusing to stipulate to limit the record  
 27 may be taxed by the court for the additional cost. The court  
 28 may require or permit subsequent corrections or additions to  
 29 the shortened record.

30 2. In proceedings for judicial review of the ~~adjudicator's~~  
 31 board's decision, the court shall not hear any further evidence  
 32 but shall hear the case upon the certified record. In such  
 33 judicial review, especially when considering the credibility  
 34 of witnesses, the court shall give weight to the ~~fact findings~~  
 35 decision of the board, ~~but shall not be bound by them~~ it.

1 The court may affirm the ~~adjudicator's~~ board's decision or  
 2 remand to the ~~adjudicator or the~~ board for further proceedings  
 3 upon conditions determined by the court. The court shall  
 4 reverse, modify, or grant any other appropriate equitable or  
 5 legal relief from the board decision, ~~or the adjudicator's~~  
 6 ~~decision equitable or legal and~~ including declaratory relief,  
 7 if substantial rights of the petitioner have been prejudiced  
 8 because the action is any of the following:

- 9     a. In violation of constitutional or statutory provisions;  
 10 ~~or.~~
- 11     b. In excess of the statutory authority of the board ~~or the~~  
 12 ~~adjudicator; or.~~
- 13     c. In violation of a board rule or policy or contract; ~~or.~~
- 14     d. Made upon unlawful procedure; ~~or.~~
- 15     e. Affected by other error of law; ~~or.~~
- 16     f. Unsupported by a preponderance of the competent evidence  
 17 in the record made before the board ~~and the adjudicator~~ when  
 18 that record is viewed as a whole; ~~or.~~
- 19     g. Unreasonable, arbitrary, or capricious or characterized  
 20 by an abuse of discretion or a clearly unwarranted exercise of  
 21 discretion.

22     3. An aggrieved or adversely affected party to the judicial  
 23 review proceeding may obtain a review of any final judgment of  
 24 the district court by appeal to the supreme court. The appeal  
 25 shall be taken as in other civil cases, although the appeal may  
 26 be taken regardless of the amount involved.

27     4. For purposes of this section, unless the context  
 28 otherwise requires, ~~"rejecting party"~~ "teacher" shall include,  
 29 but not be limited to, an instructor employed by a community  
 30 college.

31     Sec. 35. Section 279.19, Code 2017, is amended to read as  
 32 follows:

33     **279.19 Probationary period.**

34     1. The first three consecutive years of employment of  
 35 a teacher in the same school district are a probationary

1 period. However, if the teacher has successfully completed a  
 2 probationary period of employment for another school district  
 3 located in Iowa, the probationary period in the current  
 4 district of employment shall not exceed ~~one year~~ two years.  
 5 A board of directors may waive the probationary period for  
 6 any teacher who previously has served a probationary period  
 7 in another school district and the board may extend the  
 8 probationary period for an additional year with the consent of  
 9 the teacher.

10 2. In the case of the termination of a probationary  
 11 teacher's contract, the contract may be terminated by the board  
 12 of directors effective at the end of a school year without  
 13 cause. The superintendent or the superintendent's designee  
 14 shall notify the teacher not later than April 30 that the  
 15 board has voted to terminate the contract effective at the  
 16 end of the school year. The notice shall be in writing by  
 17 letter, personally delivered, or mailed by certified mail. The  
 18 notification shall be complete when received by the teacher.  
 19 Within ten days after receiving the notice, the teacher may  
 20 request a private conference with the school board to discuss  
 21 the reasons for termination. The provisions of sections 279.15  
 22 and 279.16 shall not apply to such a termination. However,  
 23 ~~if the probationary teacher is a beginning teacher who fails~~  
 24 ~~to demonstrate competence in the Iowa teaching standards in~~  
 25 ~~accordance with chapter 284, the provisions of sections 279.17~~  
 26 ~~and 279.18 shall also apply.~~

27 3. The board's decision shall be final and binding unless  
 28 the termination was based upon an alleged violation of a  
 29 constitutionally guaranteed right of the teacher ~~or an alleged~~  
 30 ~~violation of public employee rights of the teacher under~~  
 31 section 20.10.

32 ~~Notwithstanding any provision to the contrary, the~~  
 33 ~~grievance procedures of section 20.18 relating to job~~  
 34 ~~performance or job retention shall not apply to a teacher~~  
 35 ~~during the first two years of the teacher's probationary~~

1 ~~period. However, this paragraph shall not apply to a teacher~~  
 2 ~~who has successfully completed a probationary period in a~~  
 3 ~~school district in Iowa.~~

4 Sec. 36. Section 279.19A, subsections 1, 2, 7, and 8, Code  
 5 2017, are amended to read as follows:

6 1. School districts employing individuals to coach  
 7 interscholastic athletic sports shall issue a separate  
 8 extracurricular contract for each of these sports. An  
 9 extracurricular contract offered under [this section](#) shall be  
 10 separate from the contract issued under [section 279.13](#). ~~Wages~~  
 11 ~~for employees who coach these sports shall be paid pursuant~~  
 12 ~~to established or negotiated supplemental pay schedules.~~  
 13 An extracurricular contract shall be in writing, and shall  
 14 state the number of contract days for that sport, the annual  
 15 compensation to be paid, and any other matters as may be  
 16 mutually agreed upon. The contract shall be for a single  
 17 school year.

18 2. a. ~~An extracurricular contract shall be continued~~  
 19 ~~automatically in force and effect for equivalent periods,~~  
 20 ~~except as modified or terminated by mutual agreement of~~  
 21 ~~the board of directors and the employee, or terminated in~~  
 22 ~~accordance with [this section](#). An extracurricular contract~~  
 23 ~~shall initially be offered by the employing board to an~~  
 24 ~~individual on the same date that contracts are offered to~~  
 25 ~~teachers under [section 279.13](#). An extracurricular contract~~  
 26 ~~may be terminated at the end of a school year pursuant to~~  
 27 ~~[sections 279.15 through 279.19](#). If the school district offers~~  
 28 ~~an extracurricular contract for a sport for the subsequent~~  
 29 ~~school year to an employee who is currently performing~~  
 30 ~~under an extracurricular contract for that sport, and the~~  
 31 ~~employee does not wish to accept the extracurricular contract~~  
 32 ~~for the subsequent year, the employee may resign from the~~  
 33 ~~extracurricular contract within twenty-one days after it has~~  
 34 ~~been received.~~

35 b. ~~[Section 279.13, subsection 3, applies to \[this section\]\(#\).](#)~~

1 If the provisions of an extracurricular contract executed  
 2 under this section conflict with a collective bargaining  
 3 agreement negotiated under chapter 20 and effective when the  
 4 extracurricular contract is executed or renewed, the provisions  
 5 of the collective bargaining agreement shall prevail.

6 7. An extracurricular contract may be terminated prior to  
 7 the expiration of that contract ~~pursuant to section 279.27~~ for  
 8 any lawful reason following an informal, private hearing before  
 9 the board of directors. The decision of the board to terminate  
 10 an extracurricular contract shall be final.

11 8. a. A termination proceeding ~~of~~ regarding an  
 12 extracurricular contract ~~either by the board pursuant to~~  
 13 ~~subsection 2 or pursuant to section 279.27~~ does shall not  
 14 affect a contract issued pursuant to section 279.13.

15 b. A termination of a contract entered into pursuant to  
 16 section 279.13, or a resignation from that contract by the  
 17 teacher, constitutes an automatic termination or resignation of  
 18 the extracurricular contract in effect between the same teacher  
 19 and the employing school board.

20 Sec. 37. Section 279.23, subsection 1, paragraph c, Code  
 21 2017, is amended to read as follows:

22 c. ~~The rate of compensation per week of five consecutive~~  
 23 ~~days or month of four consecutive weeks.~~

24 Sec. 38. Section 279.23, subsection 5, Code 2017, is amended  
 25 to read as follows:

26 5. Notwithstanding the other provisions of this section,  
 27 a temporary contract may be issued to an administrator for  
 28 up to nine months. Notwithstanding the other provisions of  
 29 this section, a temporary contract may also be issued to  
 30 an administrator to fill a vacancy created by a leave of  
 31 absence in accordance with the provisions of section 29A.28,  
 32 which contract shall automatically terminate upon return from  
 33 military leave of the former incumbent of the administrator  
 34 position and which contract. Temporary contracts shall not be  
 35 subject to the provisions of sections 279.24 and 279.25.

1     Sec. 39. Section 279.24, subsections 2 and 4, Code 2017, are  
2 amended to read as follows:

3     2. If the board of directors is considering termination of  
4 an administrator's contract, prior to any formal action, the  
5 board may arrange to meet in closed session, in accordance with  
6 the provisions of [section 21.5](#), with the administrator and the  
7 administrator's representative. The board shall review the  
8 administrator's evaluation, review the reasons for nonrenewal,  
9 and give the administrator an opportunity to respond. If,  
10 following the closed session, the board of directors and the  
11 administrator are unable to mutually agree to a modification or  
12 termination of the administrator's contract, ~~or the board of~~  
13 ~~directors and the administrator are unable to mutually agree~~  
14 ~~to enter into~~ may issue a one-year nonrenewable contract,  
15 to the administrator. If the board of directors decides to  
16 terminate the administrator's contract, the board shall follow  
17 the procedures in [this section](#).

18     4. Administrators employed in a school district for  
19 less than ~~two~~ three consecutive years are probationary  
20 administrators. However, a school board ~~may waive the~~  
21 ~~probationary period for any administrator who has previously~~  
22 ~~served a probationary period in another school district and~~  
23 ~~the school board~~ may extend the probationary period for an  
24 additional year with the consent of the administrator. If a  
25 school board determines that it should terminate a probationary  
26 administrator's contract, the school board shall notify the  
27 administrator not later than May 15 that the contract will not  
28 be renewed beyond the current year. The notice shall be in  
29 writing by letter, personally delivered, or mailed by certified  
30 mail. The notification shall be complete when received by the  
31 administrator. Within ten days after receiving the notice, the  
32 administrator may request a private conference with the school  
33 board to discuss the reasons for termination. The school  
34 board's decision to terminate a probationary administrator's  
35 contract shall be final unless the termination was based upon

1 an alleged violation of a constitutionally guaranteed right of  
2 the administrator.

3 Sec. 40. Section 279.24, subsection 5, paragraphs c, d, e,  
4 f, g, and h, Code 2017, are amended to read as follows:

5 c. Within five days after receipt of the written notice  
6 that the school board has voted to consider termination of  
7 the contract, the administrator may request a private hearing  
8 in writing to the secretary of the school board ~~that~~. The  
9 board shall then forward the notification ~~be forwarded~~ to  
10 the board of educational examiners along with a request that  
11 the board of educational examiners submit a list of five  
12 qualified administrative law judges to the parties. Within  
13 three days from receipt of the list the parties shall select an  
14 administrative law judge by alternately removing a name from  
15 the list until only one name remains. The person whose name  
16 remains shall be the administrative law judge. The parties  
17 shall determine by lot which party shall remove the first  
18 name from the list. The private hearing shall be held no  
19 sooner than ~~ten~~ twenty days and not later than ~~thirty~~ forty  
20 days following the administrator's request unless the parties  
21 otherwise agree. If the administrator does not request a  
22 private hearing, the school board, not later than May 31, may  
23 determine the continuance or discontinuance of the contract  
24 and, if the board determines to continue the administrator's  
25 contract, whether to suspend the administrator with or without  
26 pay for a period specified by the board. School board action  
27 shall be by majority roll call vote entered on the minutes of  
28 the meeting. Notice of school board action shall be personally  
29 delivered or mailed to the administrator.

30 d. The administrative law judge selected shall notify  
31 the secretary of the school board and the administrator in  
32 writing concerning the date, time, and location of the private  
33 hearing. The school board may be represented by a legal  
34 representative, if any, and the administrator shall appear and  
35 may be represented by counsel or by representative, if any.

1 Any witnesses for the parties at the private hearing shall be  
2 sequestered. A transcript or recording shall be made of the  
3 proceedings at the private hearing. A school board member or  
4 administrator is not liable for any damage to an administrator  
5 or school board member if a statement made at the private  
6 hearing is determined to be erroneous as long as the statement  
7 was made in good faith.

8 e. The administrative law judge shall, within ten days  
9 following the date of the private hearing, make a proposed  
10 decision as to whether or not the administrator should be  
11 dismissed, and shall give a copy of the proposed decision to  
12 the administrator and the school board. Findings of fact shall  
13 be prepared by the administrative law judge. The proposed  
14 decision of the administrative law judge shall become the final  
15 decision of the school board unless within ~~ten~~ thirty days  
16 after the filing of the decision the administrator files a  
17 written notice of appeal with the school board, or the school  
18 board on its own motion determines to review the decision.

19 f. If the administrator appeals to the school board, or if  
20 the school board determines on its own motion to review the  
21 proposed decision of the administrative law judge, a private  
22 hearing shall be held before the school board within ~~five~~ ten  
23 days after the petition for review, or motion for review, has  
24 been made or at such other time as the parties agree. The  
25 private hearing is not subject to [chapter 21](#). The school board  
26 may hear the case de novo upon the record as submitted before  
27 the administrative law judge. In cases where there is an  
28 appeal from a proposed decision or where a proposed decision  
29 is reviewed on motion of the school board, an opportunity  
30 shall be afforded to each party to file exceptions, present  
31 briefs, and present oral arguments to the school board which  
32 is to render the final decision. The secretary of the school  
33 board shall give the administrator written notice of the time,  
34 place, and date of the private hearing. The school board shall  
35 meet within five days after the private hearing to determine



1 the question of continuance or discontinuance of the contract  
 2 and, if the board determines to continue the administrator's  
 3 contract, whether to suspend the administrator with or  
 4 without pay for a period specified by the board or issue the  
 5 administrator a one-year, nonrenewable contract. The school  
 6 board shall make findings of fact which shall be based solely  
 7 on the evidence in the record and on matters officially noticed  
 8 in the record.

9 *g.* The decision of the school board shall be in writing  
 10 ~~and shall include findings of fact and conclusions of law,~~  
 11 ~~separately stated. Findings of fact, if set forth in statutory~~  
 12 ~~language, shall be accompanied by a concise and explicit~~  
 13 ~~statement of the underlying facts supporting the findings.~~  
 14 ~~Each conclusion of law shall be supported by cited authority~~  
 15 ~~or by reasoned opinion.~~

16 *h.* When the school board has reached a decision, opinion,  
 17 or conclusion, it shall convene in open meeting and by roll  
 18 call vote determine the continuance or discontinuance of  
 19 the administrator's contract and, if the board votes to  
 20 continue the administrator's contract, whether to suspend the  
 21 administrator with or without pay for a period specified by  
 22 the board or issue the administrator a one-year, nonrenewable  
 23 contract. The record of the private ~~conference~~ hearing  
 24 ~~and findings of fact and exceptions~~ written decision of the  
 25 board shall be exempt from the provisions of [chapter 22](#). The  
 26 secretary of the school board shall immediately personally  
 27 deliver or mail notice of the school board's action to the  
 28 administrator.

29 Sec. 41. Section 279.27, Code 2017, is amended to read as  
 30 follows:

31 **279.27 Discharge of teacher.**

32 1. A teacher may be discharged at any time during the  
 33 contract year for just cause. The superintendent or the  
 34 superintendent's designee, shall notify the teacher immediately  
 35 that the superintendent will recommend in writing to the board

1 at a regular or special meeting of the board held not more  
 2 than fifteen days after notification has been given to the  
 3 teacher that the teacher's continuing contract be terminated  
 4 effective immediately following a decision of the board. The  
 5 procedure for dismissal shall be as provided in section 279.15,  
 6 subsection 2, and [sections 279.16 to through 279.19](#). The  
 7 superintendent may suspend a teacher under [this section](#) pending  
 8 hearing and determination by the board.

9     2. For purposes of this section, "*just cause*" includes  
 10 but is not limited to a violation of the code of professional  
 11 conduct and ethics of the board of educational examiners if  
 12 the board has taken disciplinary action against a teacher,  
 13 during the six months following issuance by the board of a  
 14 final written decision and finding of fact after a disciplinary  
 15 proceeding.

16     Sec. 42. Section 284.3, subsection 2, Code 2017, is amended  
 17 to read as follows:

18     2. A school board shall provide for the following:

19     a. For purposes of comprehensive evaluations, standards  
 20 and criteria which measure a beginning teacher's performance  
 21 against the Iowa teaching standards specified in [subsection 1](#),  
 22 and the criteria for the Iowa teaching standards developed by  
 23 the department in accordance with [section 256.9](#), to determine  
 24 whether the teacher's practice meets the requirements specified  
 25 for a career teacher. These standards and criteria shall be  
 26 set forth in an instrument provided by the department. The  
 27 comprehensive evaluation and instrument are not subject to  
 28 negotiations or grievance procedures pursuant to [chapter 20](#) or  
 29 determinations made by the board of directors under section  
 30 279.14. ~~A local school board and its certified bargaining~~  
 31 ~~representative may negotiate, pursuant to [chapter 20](#),~~  
 32 ~~evaluation and grievance procedures for beginning teachers that~~  
 33 ~~are not in conflict with [this chapter](#). If, in accordance with~~  
 34 ~~[section 279.19](#), a beginning teacher appeals the determination~~  
 35 ~~of a school board to an adjudicator under [section 279.17](#), the~~

~~1 adjudicator selected shall have successfully completed training  
2 related to the Iowa teacher standards, the criteria adopted  
3 by the state board in accordance with subsection 3, and any  
4 additional training required under rules adopted by the public  
5 employment relations board in cooperation with the state board.~~

6     b. For purposes of performance reviews for teachers other  
7 than beginning teachers, evaluations that contain, at a  
8 minimum, the Iowa teaching standards specified in subsection  
9 1, as well as the criteria for the Iowa teaching standards  
10 developed by the department in accordance with section  
11 256.9, subsection 42. ~~A local school board and its certified  
12 bargaining representative may negotiate, pursuant to chapter  
13 20, additional teaching standards and criteria. A local  
14 school board and its certified bargaining representative shall  
15 negotiate, pursuant to chapter 20, evaluation and grievance  
16 procedures for teachers other than beginning teachers that are  
17 not in conflict with this chapter.~~

18     Sec. 43. Section 284.4, subsection 1, paragraph c,  
19 subparagraphs (2) and (5), Code 2017, are amended to read as  
20 follows:

21     (2) Monitor the evaluation requirements of this chapter  
22 to ensure evaluations are conducted in a fair and consistent  
23 manner throughout the school district or agency. ~~In addition  
24 to any negotiated evaluation procedures, The committee shall~~  
25 develop model evidence for the Iowa teaching standards and  
26 criteria. The model evidence will minimize paperwork and focus  
27 on teacher improvement. The model evidence will determine  
28 which standards and criteria can be met with observation and  
29 which evidence meets multiple standards and criteria.

30     ~~(5) Ensure the agreement negotiated pursuant to chapter~~  
31 ~~20 determines~~ Determine the compensation for teachers on the  
32 committee for work responsibilities required beyond the normal  
33 work day.

34     Sec. 44. Section 284.8, subsections 2 and 4, Code 2017, are  
35 amended to read as follows:

1     2. If a supervisor or an evaluator determines, at any time,  
 2 as a result of a teacher's performance that the teacher is not  
 3 meeting district expectations under the Iowa teaching standards  
 4 specified in [section 284.3, subsection 1](#), paragraphs "a"  
 5 through "h", and the criteria for the Iowa teaching standards  
 6 developed by the department in accordance with section 256.9,  
 7 subsection 42, and any other standards or criteria established  
 8 in the collective bargaining agreement, the evaluator shall,  
 9 at the direction of the teacher's supervisor, recommend to  
 10 the district that the teacher participate in an intensive  
 11 assistance program. The intensive assistance program and its  
 12 implementation are not subject to negotiation and grievance  
 13 procedures established pursuant to [chapter 20](#). All school  
 14 districts shall be prepared to offer an intensive assistance  
 15 program.

16     4. A teacher who is not meeting the applicable standards and  
 17 criteria based on a determination made pursuant to [subsection 2](#)  
 18 shall participate in an intensive assistance program. However,  
 19 a teacher who has previously participated in an intensive  
 20 assistance program relating to particular Iowa teaching  
 21 standards or criteria shall not be entitled to participate  
 22 in another intensive assistance program relating to the same  
 23 standards or criteria and shall be subject to the provisions of  
 24 subsection 5.

25     Sec. 45. Section 284.8, subsection 3, Code 2017, is amended  
 26 by striking the subsection.

27     Sec. 46. Section 284.8, Code 2017, is amended by adding the  
 28 following new subsection:

29     NEW SUBSECTION. 5. Following a teacher's participation  
 30 in an intensive assistance program, the teacher shall be  
 31 reevaluated to determine whether the teacher successfully  
 32 completed the intensive assistance program and is meeting  
 33 district expectations under the applicable Iowa teaching  
 34 standards or criteria. If the teacher did not successfully  
 35 complete the intensive assistance program or continues not to

1 meet the applicable Iowa teaching standards or criteria, the  
2 board may do any of the following:

3     *a.* Terminate the teacher's contract immediately pursuant to  
4 section 279.27.

5     *b.* Terminate the teacher's contract at the end of the school  
6 year pursuant to section 279.15.

7     *c.* Continue the teacher's contract for a period not to  
8 exceed one year. However, the contract shall not be renewed  
9 and shall not be subject to section 279.15.

10     Sec. 47. REPEAL. Section 279.17, Code 2017, is repealed.

11     Sec. 48. EFFECTIVE UPON ENACTMENT. This division of this  
12 Act, being deemed of immediate importance, takes effect upon  
13 enactment.

14     Sec. 49. APPLICABILITY. This division of this Act applies  
15 to employment contracts of school employees entered into  
16 pursuant to chapter 279 on and after the effective date of this  
17 division of this Act. This division of this Act does not apply  
18 to collective bargaining agreements pursuant to chapter 20  
19 which have been ratified in a ratification election referred  
20 to in section 20.17, subsection 4, for which an arbitrator  
21 has made a final determination as described in section 20.22,  
22 subsection 11, or which have become effective, where such  
23 events occurred before the effective date of this division of  
24 this Act. This division of this Act applies to all collective  
25 bargaining procedures provided for in chapter 20 occurring on  
26 and after the effective date of this division of this Act and  
27 collective bargaining agreements pursuant to chapter 20 for  
28 which a ratification election referred to in section 20.17,  
29 subsection 4, is held, for which an arbitrator makes a final  
30 determination as described in section 20.22, subsection 11,  
31 or which, unless otherwise provided in this section, become  
32 effective on or after the effective date of this division of  
33 this Act.

34                                   DIVISION III

35                   PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

1     Sec. 50. Section 22.7, subsection 11, paragraph a,  
2 subparagraph (5), Code 2017, is amended to read as follows:

3     (5) The fact that the individual resigned in lieu of  
4 termination, was discharged, or was demoted as the result  
5 of a ~~final~~ disciplinary action ~~upon the exhaustion of all~~  
6 ~~applicable contractual, legal, and statutory remedies~~ , and the  
7 documented reasons and rationale for the resignation in lieu  
8 of termination, the discharge, or the demotion. For purposes  
9 of this subparagraph, "demoted" and "demotion" mean a change  
10 of an employee from a position in a given classification to a  
11 position in a classification having a lower pay grade.

12     Sec. 51. **NEW SECTION. 22.13A Personnel settlement**  
13 **agreements — state employees — confidentiality — disclosure.**

14     1. For purposes of this section:

15     a. "*Personnel settlement agreement*" means a binding legal  
16 agreement between a state employee and the state employee's  
17 employer, subject to section 22.13, to resolve a personnel  
18 dispute including but not limited to a grievance. "*Personnel*  
19 *settlement agreement*" does not include an initial decision by  
20 a state employee's employer concerning a personnel dispute or  
21 grievance.

22     b. "*State employee*" means an employee of the state who is  
23 an employee of the executive branch as described in sections  
24 7E.2 and 7E.5.

25     2. Personnel settlement agreements shall not contain any  
26 confidentiality or nondisclosure provision that attempts to  
27 prevent the disclosure of the personnel settlement agreement.  
28 In addition, any confidentiality or nondisclosure provision in  
29 a personnel settlement agreement is void and unenforceable.

30     3. The requirements of this section shall not be superseded  
31 by any provision of a collective bargaining agreement.

32     4. All personnel settlement agreements shall be made easily  
33 accessible to the public on an internet site maintained as  
34 follows:

35     a. For personnel settlement agreements with an employee of

1 the executive branch, excluding an employee of the state board  
2 of regents or institution under the control of the state board  
3 of regents, by the department of administrative services.

4     *b.* For personnel settlement agreements with an employee of  
5 the state board of regents or institution under the control of  
6 the state board of regents, by the state board of regents.

7     5. *a.* A state agency shall not enter into a personnel  
8 settlement agreement with a state employee on behalf of the  
9 state unless the personnel settlement agreement is first  
10 reviewed by the attorney general or the attorney general's  
11 designee. Additionally, a state agency shall not enter into a  
12 personnel settlement agreement with a state employee on behalf  
13 of the state unless the agreement has been approved in writing  
14 by the following individuals:

15     (1) For a state agency other than an institution governed  
16 by the board of regents, the director of the department of  
17 management, the director of the department of administrative  
18 services, and the head of the state agency.

19     (2) For an institution governed by the board of regents, the  
20 executive director of the board of regents and the head of the  
21 institution.

22     *b.* If subparagraph (1) or (2) is not consistent with the  
23 provision of a collective bargaining agreement, a state agency  
24 shall provide the individuals referenced in this subsection,  
25 as applicable, with regular reports regarding any personnel  
26 settlement agreements entered into with state employees by the  
27 state agency.

28     Sec. 52. NEW SECTION.   22.15 Personnel records — discipline  
29 — employee notification.

30     A government body that takes disciplinary action against an  
31 employee that may result in information described in section  
32 22.7, subsection 11, paragraph "a", subparagraph (5), being  
33 placed in the employee's personnel record, prior to taking such  
34 disciplinary action, shall notify the employee in writing that  
35 the information placed in the employee's personnel file as a

1 result of the disciplinary action may become a public record.

2 Sec. 53. EFFECTIVE UPON ENACTMENT. This division of this  
3 Act, being deemed of immediate importance, takes effect upon  
4 enactment.

5 Sec. 54. APPLICABILITY. The section of this division of  
6 this Act amending section 22.7, subsection 11, applies to all  
7 information described in section 22.7, subsection 11, paragraph  
8 "a", subparagraph (5), as amended by this division of this Act,  
9 relating to information placed in an individual's personnel  
10 records on or after the effective date of this division of this  
11 Act.

12 DIVISION IV

13 CITY CIVIL SERVICE REQUIREMENTS

14 Sec. 55. Section 400.12, Code 2017, is amended to read as  
15 follows:

16 **400.12 Seniority — extinguishment — reestablishment.**

17 1. For the purpose of determining the seniority rights of  
18 civil service employees, seniority shall be computed, beginning  
19 with the date of appointment to or employment in any positions  
20 for which they were certified or otherwise qualified and  
21 established as provided in [this chapter](#), but shall not include  
22 any period of time exceeding sixty days in any one year during  
23 which they were absent from the service except for disability.

24 2. In the event that a civil service employee has more  
25 than one classification or grade, the length of the employee's  
26 seniority rights shall date in the respective classifications  
27 or grades from and after the time the employee was appointed  
28 to or began employment in each classification or grade.

29 In the event that an employee has been promoted from one  
30 classification or grade to another, the employee's civil  
31 service seniority rights shall be continuous in any department  
32 grade or classification that the employee formerly held.

33 3. A list of all civil service employees shall be prepared  
34 and posted in the city hall by the civil service commission on  
35 or before July 1 of each year, indicating the civil service



1 standing of each employee as to the employee's seniority.

2     4. Unless otherwise provided in a collective bargaining  
 3 agreement, a city council may extinguish the seniority rights,  
 4 including but not limited to seniority accrued, provided  
 5 pursuant to this section to all civil service employees who  
 6 are not employed or appointed as a fire fighter or police  
 7 officer, fire chief or police chief, or assistant fire chief  
 8 or assistant police chief. A city council may subsequently  
 9 reestablish seniority rights extinguished pursuant to this  
 10 section for all employees who are not employed or appointed as  
 11 a fire fighter or police officer, fire chief or police chief,  
 12 or assistant fire chief or assistant police chief. Seniority  
 13 rights reestablished in this way may include, but are not  
 14 required to include, accrual of seniority for employment prior  
 15 to the reestablishment of such rights.

16     Sec. 56. Section 400.17, subsection 4, Code 2017, is amended  
 17 to read as follows:

18     4. A person shall not be appointed, denied appointment,  
 19 promoted, removed, discharged, suspended, or demoted to or  
 20 from a civil service position or in any other way favored or  
 21 discriminated against in that position because of political  
 22 or religious opinions or affiliations, race, national origin,  
 23 sex, or age, or in retaliation for the exercise of any right  
 24 enumerated in [this chapter](#). However, the maximum age for a  
 25 police officer or fire fighter covered by [this chapter](#) and  
 26 employed for police duty or the duty of fighting fires is  
 27 sixty-five years of age.

28     Sec. 57. Section 400.18, Code 2017, is amended to read as  
 29 follows:

30     **400.18 Removal, discharge, demotion, or suspension.**

31     1. A person holding civil service rights as provided in this  
 32 chapter shall not be removed, discharged, demoted, or suspended  
 33 arbitrarily, ~~except as otherwise provided in [this chapter](#),~~  
 34 but may be removed, discharged, demoted, or suspended after a  
 35 ~~hearing by a majority vote of the civil service commission,~~

1 ~~for neglect of duty, disobedience, misconduct, or failure~~  
 2 ~~to properly perform the person's duties due to any act or~~  
 3 ~~failure to act by the employee that is in contravention of~~  
 4 ~~law, city policies, or standard operating procedures, or that~~  
 5 ~~in the judgment of the person having the appointing power as~~  
 6 ~~provided in this chapter, or the chief of police or chief of~~  
 7 ~~the fire department, is sufficient to show that the employee is~~  
 8 ~~unsuitable or unfit for employment.~~

9     2. An employee who is removed, discharged, demoted, or  
 10 suspended may request a hearing before the civil service  
 11 commission to review the appointing authority's, police  
 12 chief's, or fire chief's decision to remove, discharge, demote,  
 13 or suspend the employee.

14     ~~2. 3. The party alleging neglect of duty, disobedience,~~  
 15 ~~misconduct, or failure to properly perform a duty city shall~~  
 16 ~~have the burden of proof to prove that the act or failure to act~~  
 17 ~~by the employee was in contravention of law, city policies, or~~  
 18 ~~standard operating procedures, or is sufficient to show that~~  
 19 ~~the employee is unsuitable or unfit for employment.~~

20     ~~3. 4. A person subject to a hearing has the right to~~  
 21 ~~be represented by counsel at the person's expense or by the~~  
 22 ~~person's authorized collective bargaining representative.~~

23     5. A collective bargaining agreement to which a bargaining  
 24 unit that has at least thirty percent of members who are public  
 25 safety employees as defined in section 20.3 is a party shall  
 26 provide additional procedures not inconsistent with this  
 27 section for the implementation of this section.

28     Sec. 58. Section 400.19, Code 2017, is amended to read as  
 29 follows:

30     **400.19 Removal, or discharge, demotion, or suspension of**  
 31 **subordinates.**

32     The person having the appointing power as provided in  
 33 this chapter, or the chief of police or chief of the fire  
 34 department, may, upon presentation of grounds for such action  
 35 to the subordinate in writing, peremptorily remove, discharge,

1 ~~demote, or suspend, demote, or discharge~~ a subordinate then  
 2 under the person's or chief's direction ~~for neglect of duty,~~  
 3 ~~disobedience of orders, misconduct, or failure to properly~~  
 4 ~~perform the subordinate's duties~~ due to any act or failure  
 5 to act by the employee that is in contravention of law, city  
 6 policies, or standard operating procedures, or that in the  
 7 judgment of the person or chief is sufficient to show that the  
 8 employee is unsuitable or unfit for employment.

9 Sec. 59. Section 400.20, Code 2017, is amended to read as  
 10 follows:

11 **400.20 Appeal.**

12 The ~~suspension removal, discharge, demotion, or discharge~~  
 13 suspension of a person holding civil service rights may be  
 14 appealed to the civil service commission within fourteen  
 15 calendar days after the ~~suspension removal, discharge,~~  
 16 demotion, or ~~discharge~~ suspension.

17 Sec. 60. Section 400.21, Code 2017, is amended to read as  
 18 follows:

19 **400.21 Notice of appeal.**

20 If the appeal be taken by the person ~~suspended removed,~~  
 21 discharged, demoted, or ~~discharged~~ suspended, notice thereof,  
 22 signed by the appellant and specifying the ruling appealed  
 23 from, shall be filed with the clerk of commission; if by the  
 24 person making such ~~suspension removal, discharge, demotion, or~~  
 25 ~~discharge~~ suspension, such notice shall also be served upon the  
 26 person ~~suspended removed, discharged,~~ demoted, or ~~discharged~~  
 27 suspended.

28 Sec. 61. Section 400.22, Code 2017, is amended to read as  
 29 follows:

30 **400.22 Charges.**

31 Within fourteen calendar days from the service of the notice  
 32 of appeal, the person or body making the ruling appealed  
 33 from shall file with the body to which the appeal is taken a  
 34 written specification of the charges and grounds upon which the  
 35 ruling was based. If the charges are not filed, the person

1 ~~suspended or removed~~, discharged, demoted, or suspended may  
2 present the matter to the body to whom the appeal is to be  
3 taken by affidavit, setting forth the facts, and the body to  
4 whom the appeal is to be taken shall immediately enter an  
5 order reinstating the person ~~suspended or removed~~, discharged,  
6 demoted, or suspended for want of prosecution.

7 Sec. 62. Section 400.27, unnumbered paragraph 3, Code 2017,  
8 is amended to read as follows:

9 The city or any civil service employee shall have a right to  
10 appeal to the district court from the final ruling or decision  
11 of the civil service commission. The appeal shall be taken  
12 within thirty days from the filing of the formal decision of  
13 the commission. The district court of the county in which the  
14 city is located shall have full jurisdiction of the appeal and  
15 ~~the said appeal shall be a trial de novo as an equitable action~~  
16 ~~in the district court.~~ The scope of review for the appeal  
17 shall be limited to de novo appellate review without a trial  
18 or additional evidence.

19 Sec. 63. Section 400.28, Code 2017, is amended to read as  
20 follows:

21 **400.28 Employees — number diminished.**

22 ~~1. When the public interest requires~~ A city council may  
23 implement a diminution of employees in a classification or  
24 grade under civil service, ~~the city council, acting in good~~  
25 ~~faith, may do either of the following:~~

26 ~~a. Abolish the office and remove the employee from~~  
27 ~~the employee's classification or grade thereunder.~~ Such  
28 a diminution shall be carried out in accordance with any  
29 procedures provided in a collective bargaining agreement to  
30 which a bargaining unit that has at least thirty percent of  
31 members who are public safety employees as defined in section  
32 20.3 is a party, if applicable.

33 ~~b. Reduce the number of employees in any classification or~~  
34 ~~grade by suspending the necessary number.~~

35 ~~2. In case it thus becomes necessary to so remove or suspend~~

1 ~~any such employees, the persons so removed or suspended shall~~  
 2 ~~be those having seniority of the shortest duration in the~~  
 3 ~~classifications or grades affected, and such seniority shall be~~  
 4 ~~computed as provided in section 400.12 for all persons holding~~  
 5 ~~seniority in the classification or grade affected, regardless~~  
 6 ~~of their seniority in any other classification or grade, but~~  
 7 ~~any such employee so removed from any classification or grade~~  
 8 ~~shall revert to the employee's seniority in the next lower~~  
 9 ~~grade or classification; if such seniority is equal, then the~~  
 10 ~~one less efficient and competent as determined by the person or~~  
 11 ~~body having the appointing power shall be the one affected.~~

12 3. ~~In case of removal or suspension, the civil service~~  
 13 ~~commission shall issue to each person affected one certificate~~  
 14 ~~showing the person's comparative seniority or length of service~~  
 15 ~~in each of the classifications or grades from which the person~~  
 16 ~~is so removed and the fact that the person has been honorably~~  
 17 ~~removed. The certificate shall also list each classification~~  
 18 ~~or grade in which the person was previously employed. The~~  
 19 ~~person's name shall be carried for a period of not less than~~  
 20 ~~three years after the suspension or removal on a preferred list~~  
 21 ~~and appointments or promotions made during that period to the~~  
 22 ~~person's former duties in the classification or grade shall~~  
 23 ~~be made in the order of greater seniority from the preferred~~  
 24 ~~lists.~~

25 Sec. 64. EFFECTIVE UPON ENACTMENT. This division of this  
 26 Act, being deemed of immediate importance, takes effect upon  
 27 enactment.

#### 28 DIVISION V

#### 29 HEALTH INSURANCE MATTERS

30 Sec. 65. NEW SECTION. 70A.41 Public employee health  
 31 insurance.

32 A public employer shall offer health insurance to all  
 33 permanent, full-time public employees employed by the public  
 34 employer. A public employer may offer health insurance to  
 35 any other public employees employed by the public employer.

1 All costs of such health insurance shall be determined as  
2 otherwise provided by law. For purposes of this section,  
3 "*public employer*" and "*public employee*" mean the same as defined  
4 in section 20.3.

5     Sec. 66. STATE AND REGENTS EMPLOYEE HEALTH INSURANCE —  
6 OPEN ENROLLMENT PERIOD. A thirty-day enrollment and change  
7 period for health insurance coverage may be established and  
8 administered for any employees of the state of Iowa, the state  
9 board of regents, or an institution governed by the state board  
10 of regents eligible to participate in a health insurance plan  
11 offered by the state, state board, or institution pursuant to  
12 chapter 509A, if the affected employees are provided written  
13 notice of the period at least thirty days before the beginning  
14 of the period and if the first day of such a period occurs in  
15 calendar year 2017.

16     Sec. 67. EFFECTIVE UPON ENACTMENT. This division of this  
17 Act, being deemed of immediate importance, takes effect upon  
18 enactment.